



# ***AGREEMENT***

***Between***

***THE STATE OF MONTANA***

***And***

***THE STATE OF MAINE***

***Pursuant to the***

***INTERSTATE CORRECTIONS COMPACT***

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AGREEMENT  
Between  
THE STATE OF MONTANA  
And  
THE STATE OF MAINE  
Pursuant to the  
INTERSTATE CORRECTIONS COMPACT

The States of Montana and Maine, desiring by common action to fully utilize their institutional facilities and provide adequate programs for the confinement, treatment, and rehabilitation of offenders, thereby serving the best interests of offenders and society and effecting economies in capital expenditures and operational costs, in consideration of the mutual promises herein contained, undertaking and continuing a cooperative relationship in the confinement, treatment and rehabilitation of offenders on an interstate basis, acting by and through their duly constituted authorities, pursuant to and in order to implement the provisions of the Interstate Corrections Compact as contained in:

Montana: Mont. Code Ann. §§ 46-19-401 through  
46-19-402

Maine: 34-A Me. Rev. Stat. Ann. §§ 9401 through 9424

Do hereby covenant and agree as follows:

**1. Interstate Corrections Compact**

The provisions of the Interstate Corrections Compact, Montana Code Annotated §§ 46-19-401 through 46-19-402 and 34-A Me. Rev. Stat. Ann. §§ 9401 through 9424 respectively, are incorporated by reference herein and made a part hereof and no provision of this Agreement will be construed in any manner inconsistent with such Compact.

**2. Terminology**

All terms defined in the Interstate Corrections Compact and used in this Agreement have the same meaning in this Agreement as in the Compact. The terms “sending state” and “receiving state” include and refer to the appropriate official or agency thereof in each particular case. In transfers from Montana to Maine, Montana is the sending state and Maine is the receiving state. In transfers from Maine to Montana, Maine is the sending state and Montana is the receiving state.

**3. Agreement**

(a) During the term of and in accordance with this Agreement, the parties agree to cooperatively exchange inmates.

(b) Except for the extraordinary expenses of medical care in excess of normal maintenance, as provided in Section 18, the parties expect that exchanges of inmates will be mutual and balanced and, except as provided herein, at no further cost to either state. The parties recognize that, from time to time, the ratio may be unbalanced in favor of one or the other. The parties will account for such temporary imbalances by reciprocal services in-kind. Each payment obligation of the

sending and receiving states is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of this Agreement, the Agreement may be terminated by the sending or receiving state at the end of the period for which funds are available. The terminating state shall notify the other party state at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the terminating state in the event this provision is exercised, and the terminating state shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

(c) The sending and receiving states shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. Each party shall comply with the Civil Rights Act of 1964, Maine Human Rights Act, 5 M.R.S.A. § 4566, the Montana Human Rights Act (Mont. Code Ann. Title 49), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., the Age Discrimination Act of 1975, 42 U.S.C. § 6101, et seq., and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of creed, age, sex, color, race, religion, national origin, or physical or mental disability in connection with the performance under this Agreement.

(d) Each party shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the other party for any purpose. Consistent with the express terms of this Agreement, the receiving state shall be free from control or direction over the details of the performance of services under this Agreement. Nothing in this Agreement shall be interpreted as authorizing either party or its agents and/or employees to act as an agent or representative for or on behalf of the other party or either party to incur any obligation of any kind on the behalf of the other party.

#### **4. Duration**

(a) This Agreement shall become effective upon complete execution by all persons or entities indicated on the signature page and delivery of a fully executed document to the respective parties.

(b) This Agreement shall be automatically renewed unless terminated under Paragraph 6.

(c) This Agreement shall be reviewed annually, on or about June 30<sup>th</sup> of each subsequent year to ensure it is updated to comply with current law.

(d) This Agreement, when effective, will terminate on October 31, 2029, and may not exceed a total of seven (7) years.

#### **5. Modification**

This Agreement may be modified or amended by the parties at any time by mutual consent in writing.

#### **6. Termination**

This Agreement may be terminated by either party on ninety (90) days' written notice. Within a reasonable time after receipt of any such notice and before the effective termination date, each sending state shall, at its own expense, retake its inmates from the receiving state.

## **7. Other Arrangements Unaffected**

Nothing in this Agreement abrogates or impairs any other agreement or contract for the confinement, rehabilitation, or treatment of inmates now in effect between the parties and any other state.

## **8. Mailing Address**

All notices, reports, billings, and correspondence between the parties will be mailed as follows:

NOTICE TO MONTANA:  
Interstate Compact Coordinator  
Montana State Prison  
400 Conley Lake Road  
Deer Lodge, MT 59722  
(406) 846-1320

NOTICE TO MAINE:  
Director of Classification  
Maine Department of Corrections  
111 State House Station  
Augusta, ME 04330  
(207) 706-6154

## **9. Inspection**

The sending state may inspect, at all reasonable times, any institution of the receiving state in which inmates of the sending state are or may be confined, to determine if that institution maintains standards of care and discipline not incompatible with those of the sending state, and that all inmates therein are treated equitably, regardless of age, sex, race, religion, color, creed, or national origin, or physical or mental disability.

## **10. Access and Retention of Records**

The receiving state agrees to provide the sending state; including the legislative auditor or sending state's authorized agents, access to any records necessary to determine Agreement compliance. The receiving state agrees to create and retain records supporting the services rendered for a period of eight years after either the completion date of the Agreement or the conclusion of any claims, litigation, or exception relating to the Agreement taken by either party.

## **11. Severability and Integration**

This Agreement, consisting of ten (10) pages (and the attached rider) constitutes the entire agreement between the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties. If any court or any other binding legal source declares any provision to be illegal or void, that provision shall be deleted, and all remaining provisions shall remain in effect. A declaration by any court or any other binding legal source that any provision of the Agreement is illegal or void shall not affect the legality and enforceability of any other provision of the Agreement, unless the provisions are mutually and materially dependent.

## **12. Application**

The sending state shall submit a separate application to the receiving state for each individual inmate proposed for transfer, consisting of the following:

- a. Complete information and documentation relating to the inmate's case history, physical, and clinical record;
- b. Applicable judicial and administrative rulings, and the sentence or sentences for which the inmate is confined;
- c. Orders relating or pertaining to the inmate; and
- d. Reasons for the requested transfer.

Transfer will be deferred until approved by the receiving state; provided, however, that the receiving state may informally approve such a transfer on an emergency basis, pending submission of complete documentation and consideration.

### **13. Prison Rape Elimination Act (PREA)**

The parties hereby agree that each party will adopt and comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA), 34 U.S.C. §30301 et. seq., and applicable PREA standards. Each party shall monitor the other party's compliance with the PREA standards.

### **14. Indemnity and Liability**

Each party assumes the risk of liability as a result of transfers under this Agreement. Neither party agrees to insure, defend, or indemnify the other, except as stated in this Agreement.

### **15. Delivery**

Upon acceptance by the receiving state, the sending state, at its expense, shall deliver the inmate to the receiving state at the institution designated by the receiving state, together with an authenticated copy of the mittimus or other commitment order, and any other official papers or documents authorizing confinement. In the event of a mutual exchange of inmates, the parties may agree that one may act as the agent of the other such that transportation expenses may be minimized.

### **16. Transfer of Funds**

(a) The sending state shall provide funds due to the transferred inmate to the receiving state to be credited to the account of the transferred inmate in the receiving state. Upon return to the sending state, the receiving state shall provide funds due to the inmate to the sending state to be credited to the account of the inmate or paid over to the inmate.

(b) The receiving state shall, upon direction of the sending state and the presentation by the sending state of the appropriate documents, make monetary deductions from the account of an inmate from the sending state for restitution or payment of other costs and send such funds to the sending state or another entity as specified by the sending state.

### **17. Custody**

The receiving state shall confine the inmates sent by the sending state and give them reasonable and humane care and treatment. The receiving state shall provide for their physical needs, make available programs of treatment and training consistent with their individual needs, retain them in safe custody, supervise them, maintain proper discipline, and control, and make certain that the sentences and orders of the committing court in the sending state are faithfully executed. Nothing herein requires the receiving state to provide treatment, facilities, or programs for any inmate of the sending state which it does not provide for its own inmates.

### **18. Medical Services**

(a) The receiving state shall provide such medical, psychiatric, and dental care or treatment as may be necessary to safeguard the health and well-being of inmates from the sending state, in the same manner as such medical, psychiatric and dental treatment is provided inmates of the receiving state, *as part of normal maintenance* and at no further cost to the sending state.

(b) Except in an emergency, when medical, psychiatric, or dental care or treatment necessarily will exceed that included in normal maintenance, the receiving state shall notify the sending state of the nature of the illness or medical condition, the recommended course of treatment, and the estimated cost thereof. The sending state may authorize treatment outside the institution in the receiving state at the expense of the sending state or, at the option of the sending state, return the inmate to its jurisdiction for the required medical, psychiatric, or dental treatment. In the absence of an emergency, the sending state will not be obligated to reimburse the receiving state for the costs of such additional care or treatment undertaken without the prior approval of the sending state.

(c) In an emergency, the receiving state may make appropriate arrangements for emergency medical treatment which exceeds normal maintenance for inmates of the sending state in the same manner as it would make such an arrangement for its own inmates, without first obtaining the approval of the sending state. The receiving state shall notify the sending state as soon thereafter as is practicable.

(d) The sending state shall reimburse the receiving state quarterly for the costs of such emergency treatment which exceeds normal maintenance upon invoices submitted. Invoices for such treatment/services shall include the inmate number and valid diagnosis codes.

### **19. Training and Employment**

(a) The receiving state shall afford inmates from the sending state the opportunity to participate in programs of occupational training and industrial or other work on the same basis as inmates of the receiving state. Compensation in connection with such participation (whether payment of money, intangible incentives, or other therapeutic or rehabilitative reason) will be paid to inmates of the sending state on the same basis as to inmates of the receiving state.

(b) The receiving state may dispose of all products produced by any inmate of the sending state while participating in such training or employment, and the receiving state shall bear all costs and retain all proceeds therefrom.

(c) In the case of craft programs, the inmate may dispose of the products of their labor and retain the proceeds of any sale of his or her work in accordance with the rules of the receiving state.

### **20. Discipline**

The receiving state may impose on inmates of the sending state the receiving state's internal rules and regulations governing inmate behavior and discipline unless the discipline is prohibited by or in excess of that permitted by the laws or regulations of the sending state or with the sentence imposed by the sending state upon notice by the sending state that the discipline is inconsistent.

### **21. Reports and Records**

(a) Within ninety (90) days following the receipt of an inmate from the sending state, and thereafter at six-month intervals, the receiving state shall report to the sending state on the inmate's progress, conduct, and adjustment, and recommend retention in the receiving state or return to the sending state.

(b) The receiving state shall keep necessary and pertinent records regarding inmates of the sending state and, upon request, shall forward copies of any such records to the sending state.

Upon termination of confinement in the receiving state, the receiving state shall forward a complete copy of such records to the sending state.

## **22. Classification**

(a) The receiving state may classify or reclassify an inmate of the sending state between maximum and medium classifications at its discretion; provided, however, the receiving state shall not classify or reclassify inmates of the sending state below maximum security in those cases where the sending state affirmatively notifies the receiving state that the inmate must be held in maximum security.

(b) The receiving state may reclassify any inmate of the sending state to a higher security classification at any time in its discretion.

(c) The receiving state may reclassify any inmate of the sending state to minimum security only with approval of the sending state.

(d) Receiving state shall notify sending state if inmate is recommended for private prison facility.

## **23. Removal from Receiving State**

The receiving state may remove an inmate of the sending state confined in the receiving state to another state with prior approval and authorization of the sending state; provided, however, that the receiving state may remove an inmate of the sending state to another state in an emergency without such prior approval. In such emergency, the receiving state shall inform the sending state of the emergency and of the location of inmates of the sending state removed to another state immediately, but in any event no longer than twenty-four (24) hours and receiving state shall exercise all reasonable care for the safekeeping and custody of inmates of the sending state.

## **24. Hearings**

(a) The receiving state shall provide adequate facilities for any hearing by authorities of the sending state.

(b) Upon request of the sending state, the receiving state may hold any hearing necessary to establish facts upon which a decision must be made by the sending state with respect to an inmate of the sending state, prepare and submit the record of such hearing, with the finding of fact and a recommendation, if appropriate, to the sending state.

## **25. Inter-Institutional Transfers**

The receiving state may place an inmate of the sending state in any institution of the receiving state appropriate to the security classification of the inmate and may transfer, at its expense, any inmate of the sending state to any other institution in the receiving state appropriate to such security classification.

## **26. Escape**

In case of escape in the receiving state, the receiving state shall report the escape to the sending state immediately, but in any event no longer than twenty-four (24) hours and shall use all reasonable means to recapture the inmate, at its expense. If an inmate of the sending state escapes from the receiving state and is thereafter found in a third state, it will be the responsibility of the sending state to extradite the inmate.



## **27. Death of an Inmate**

- (a) The receiving state shall report immediately to the sending state the death of an inmate of the sending state, furnish all information requested and follow the instructions of the sending state regarding the disposition of the body. The sending state shall notify the relatives of the deceased inmate, if any, as soon as practicable thereafter.
- (b) The provisions of this section will not affect the liability of any relative or other legally liable person for the disposition of the deceased or for any expenses therewith.
- (c) The sending state may, at its option and at its expense, return the deceased inmate to its jurisdiction for burial or arrange for burial and all matters incident thereto in the receiving state, at the expense of the sending state.
- (d) The receiving state shall forward to the sending state a certified copy of the death certificate for the deceased inmate as soon as practicable.

## **28. Retaking of Inmates**

- (a) Upon demand of the sending state, the receiving state shall make available to the sending state any inmate of the sending state; provided that, if at the time the sending state seeks to remove an inmate from the receiving state, there is pending against such inmate within the receiving state any criminal charge or if the inmate is formally accused of having committed within the receiving state a criminal offense, the inmate will not be returned without the consent of the receiving state until discharge from prosecution or other proceeding, imprisonment or detention for such offense.
- (b) Upon demand of the receiving state, the sending state shall retake any inmate of the sending state.
- (c) Upon termination of the period of commitment, the sending state shall retake any inmate of the sending state.
- (d) Upon agreement by and among the parties and any inmate of the sending state, the receiving state may discharge an inmate of the sending state within the borders of the receiving state at the completion of the confinement ordered by the sending state. The sending state shall provide, at its expense, any clothing, gratuity (gate money), or transportation appropriate or required in the circumstances.

## **29. Release of Inmates**

- (a) Any inmate confined pursuant to this Agreement and authorized by the sending state to be released, shall be released within the territory of the sending state unless the inmate, and the sending and receiving states, shall agree upon release in some other place. The sending state shall bear the cost of such return to its territory.
- (b) In case the commitment under which any inmate from the sending state is terminated for any reason, the sending state agrees to accept delivery of the inmate at an institution of the receiving state and, at its expense, return the inmate to the jurisdiction of the sending state.

The provision of clothing, gratuities, transportation, and any other supplies upon release of an inmate shall be at the authorization and expense of the sending state and shall be in accordance with the sending state's laws, regulations, and policies.

### **30. Public Information and Publicity**

(a) Public Information. The receiving state may release any non-exempt public record information which it possesses regarding inmates of the sending state. The receiving state shall not release public record information which is exempt from public disclosure or any non-public record information which it possesses regarding inmates of the sending state. The receiving state shall refer to the sending state requests for public information which it does not possess, public record information which may be exempt from public disclosure pursuant to the laws of the sending state and non-public information. Nothing in this section prevents a party state from complying with its applicable public records laws.

(b) Publicity. The receiving state shall not voluntarily subject any inmate of the sending state to publicity.

(c) Official use. Nothing in this section prevents official use of any information regarding an inmate of the sending state.

### **31. Transportation**

(a) Unless otherwise provided herein, the sending state shall bear the expense of transportation of inmates from the sending state to the receiving state.

(b) Unless otherwise provided herein, the receiving state shall bear the expense of transportation for inmates of the sending state between facilities of the receiving state, or to other states, required by or for the benefit of the receiving state.

### **32. Legal Proceedings**

(a) Confinement in the receiving state will not deprive any inmate of the sending state of any legal right which he or she would have if confined in the sending state.

(b) The sending state shall defend any post-conviction action, including appeals and writs of habeas corpus, brought by any inmate of the sending state in the courts of the sending state challenging the underlying judgment of conviction or the administration of the sentence imposed, at no cost to the receiving state.

(c) The receiving state shall defend, at its expense, any actions directed against it by an inmate of the sending state which challenge conditions of confinement in the receiving state.

(d) The sending state and the receiving state shall cooperate in other matters of mutual interest in the defense of transfer-related litigation.

### **33. Access to Courts**

(a) The sending state shall provide access to the courts of the sending state to its inmates transferred to the receiving state in the same manner as access provided to inmates in the sending state or in a different manner, at the option of the sending state and with the approval by the receiving state.

(b) The sending state shall be responsible for providing sufficient legal research materials for the inmate to be capable of bringing a suit before the appropriate court challenging his or her conviction or sentence where the same are not available in the institution of the receiving state, upon notice given by the inmate to the sending state of the need for said materials. The receiving state shall be responsible for providing sufficient legal research materials for the inmate to be capable of bringing suit before an appropriate court challenging his or her conditions of confinement.

### **34. Internal Relations**

Nothing in this Agreement affects the internal relations of the parties and their respective officers, departments, agencies, or subdivisions.

### **35. Community Release**

With due regard to the classification of inmates, as provided in Section 22, the receiving state shall afford inmates of the sending state participation in furlough, work release, community release, education release, or any other pre-release program operated in the receiving state in the same manner as inmates of the receiving state, with prior approval by the sending state.

### **36. Equal Employment Opportunity and Affirmative Action**

The parties ascribe to principles of equal employment opportunity and affirmative action, as follows:

Montana:	Mont. Code Ann. §§ 49-1-101 through 49-4-511
Maine:	5 Me. Rev. Stat. Ann. §§ 781 through 792

Through this Agreement, the parties reaffirm the policies set forth in their respective statutes and executive policies, as recited above. However, in mutual recognition of the sovereignty of each, each party state is responsible for its actions only with respect to its own statutes and executive orders.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Agreement on the dates indicated.

STATE OF MONTANA  
DEPARTMENT OF CORRECTIONS

DocuSigned by:

*Brian Gootkin*

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Brian Gootkin, Director

Date: 3/15/2023

STATE OF MAINE  
DEPARTMENT OF CORRECTIONS

DocuSigned by:

*Anthony Cantillo*

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Anthony Cantillo, Deputy Commissioner

Date: 5/11/2023

APPROVED AS TO FORM:

DocuSigned by:

*Ashley Salmon*

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Ashley Salmon, Contracts Officer

Date: 3/16/2023

APPROVED AS TO LEGAL CONTENT:

DocuSigned by:

*Iryna O'Connor*

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Iryna O'Connor  
Legal Counsel

Date: 5/11/2023

DocuSigned by:

*Connor R. Cobean*

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Connor R. Cobean  
Legal Counsel

Date: 5/11/2023